

EXHIBIT “1”



Michael E. Avakian, Esq.
Licensed in the District of Columbia
and Georgia

Via Email to:

Leonard Schwartzer
Chapter 7 Trustee
c/o Jacob L. Houmand, Esq.
9205 West Russell Road, Building 3, Suite 240
Las Vegas, Nevada 89148

Re: Engagement Letter
Six Star Cleaning and Carpet Services, Inc.

Dear Mr. Schartzter:

I have agreed to serve as Special Litigation Counsel in proceedings for the bankruptcy Trustee of Six Star Cleaning and Carpet Services, Inc. dba Six Star Janitorial, Case No. BK-S-13-18735-MKN (Bankr. D. Nev.). This representation is to recover damages from Laborer's Local 872's interference with the Company's contractual relations in *Collins, et. al. Laborers' Local 872, et al.*, Case No. 11-534 (D. Nev.), and amends the letter dated February 18, 2016.

I intend to consult and review Company documents, administrative and business site records, prepare legal documents, motions and litigation as necessary, and communicate with you.

We have agreed upon a contingency engagement rate of 50%. We will continue to identify hourly work and expenses for a potential attorneys' fees award. The Firm will maintain fees for all time spent on Your matter, e.g., reviewing documents, telephone calls, preparation for meetings, hearings, research and investigation, drafting documents, taking depositions, travel, etc. Ultimately, fees charged are based on the time and labor required, the novelty of the issue presented and the skill required to perform the requested tasks, the extent to which this engagement may preclude the Firm's attorneys from servicing other clients, the usual and customary fee for similar services, the amount involved and the results obtained, the time limitations imposed by You or the circumstances, the nature and length of the client-attorney relationship, the experience and reputation of the attorney engaged, and whether the fee is fixed or contingent. Fees for legal services will be charged on an hourly basis, in increments of 1/10th of an hour. Hourly fees are reviewed regularly and may be adjusted in the future. Expenses may be charged under this matter. Where possible, such expenses will be discussed with You in advance of being incurred. The Firm may provide estimates for some engagements where appropriate. Estimates are not binding on the Firm.

Michael E. Avakian and Kristen L. Loesch, and another associate attorney will be the attorneys primarily assigned to Your matter.

Other attorneys, paralegals, or staff may work on Your matter as necessary. The firm's staffing plan includes a strong effort to have work performed by a qualified attorney who has a low hourly rate.

Mr. Leonard Schwartzer

April 7, 2021

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As no ongoing fees will be charged to the Estate, you agree to allow third parties to contribute to the cost of this litigation and attorneys' fees and recoup their contributions without limitation.

You will be responsible for payment of third-party costs. These costs may include filing fees, courier costs, legal research, copying, specialized discovery services, etc., as applicable and agreed to beforehand.

Other Matters. Our ability to represent you effectively depends upon your full cooperation in assisting us upon our request. Accordingly, you agree to cooperate with us upon our request, including by attending conferences, and by fully and accurately apprising us of the facts and circumstances relating to the matter for which you have retained us. We cannot guarantee the results of any matter. We advise you that we will, where appropriate, delegate work to other attorneys, paralegals, law clerks and legal assistants within or outside the firm. We also do not accept responsibility for matters not brought to our attention. The scope of our services does not include a continuing obligation to keep you abreast of any future changes or developments in the law.

Communications, Encryption. Encrypted communications are available to increase security in electronic communications. If you specifically direct us in writing to use encrypted communications exclusively via the firm's encrypted messaging portal, we will do so. Encryption generally reduces the risk of misappropriation or inadvertent disclosure of confidential or privileged information. In the absence of a specific, written direction by you to use encrypted communications exclusively, we may use email, text messages, and facsimile machines, and communications via these means may not be encrypted. From time to time, in our sole discretion, we may transmit communications to you via the firm's encrypted messaging portal; by doing so, we are not obligated to use encrypted communications. Regardless of any direction from you to use encrypted communications, we will use mobile phones for voice communications. The use of mobile devices, including phones, may not provide the heightened security that encryption offers. By signing below, you consent to our use of mobile devices, including phones, and unencrypted forms of communication.

File Retention Policy. We will retain your files for 5 years following the conclusion of any matter. If you do not request the return of your files in writing before the end of such 5-year period, then upon the expiration of such period, we will have no further obligation to retain the files and may in our discretion destroy the files without further notice to you. If you wish us to retain your files beyond the number of years stated above, then we may charge you for the cost of continued storage.

Withdrawal. Consistent with the Rules of Professional Responsibility of the Virginia State Bar, we reserve the qualified right to withdraw from this matter or any other matter in which we have been retained to represent you if you fail to abide by this Agreement. If such withdrawal occurs, your obligation will remain to pay the balance of all amounts due us, including any outstanding bills for costs, expenses, and services rendered. We also reserve the unqualified right, consistent with the Rules of Professional Responsibility of the Virginia State Bar, to withdraw if you fail to cooperate with us in our representation of you or if we determine you have not fully and accurately apprised us of the facts and circumstances pertaining to the matters for which you have retained us. If we exercise our right to withdraw, you agree to endorse any order or other document which may be necessary to permit such withdrawal.

If the foregoing terms accurately set forth your understanding of our arrangement, please sign and return to us a copy of this letter, indicating your acceptance of this Agreement and your acceptance of the foregoing provisions. If you have any questions regarding the matter, please contact me at your earliest convenience. You may be assured that we respect your confidence in us and that we will exert our best efforts to justify that confidence.

Mr. Leonard Schwartzer
April 7, 2021
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Very truly yours,

PRAEMLIA LAW, PLLC
By: 

Michael E. Avakian

UNDERSTOOD AND AGREED:

Accepted for Six Star Cleaning and Carpet Services, Inc:

By: 

Print Name: 

Title: 

Date: 